



1 FARHAN R. NAQVI
Nevada Bar No. 8589
2 ELIZABETH E. COLEMAN
Nevada Bar No. 12350
3 PAUL G. ALBRIGHT
Nevada Bar No. 14159
4 NAQVI INJURY LAW
9500 W. Flamingo Road, Suite 104
5 Las Vegas, Nevada 89147
6 Telephone: (702) 553-1000
7 Facsimile: (702) 553-1002
naqvi@naqvilaw.com
8 elizabeth@naqvilaw.com
paul@naqvilaw.com
9 *Attorneys for Plaintiffs*

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11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 TYRONE PRICE and DEANNA
14 RICHARDSON, individually, and as husband
and wife,

15 Plaintiffs,

16 vs.

17 JOEL FONSECAMOLLER, individually;
18 OMNI PACIFICA, INC. d/b/a ONE WAY
DELIVERY; ONE WAY DELIVERY, INC.;
19 TRANSCO LEASING CO., INC. d/b/a TEC
LEASING d/b/a TEC EQUIPMENT
20 LEASING; TEC EQUIPMENT, INC.; and
DOES 1 to 100, ROE CORPORATIONS 1 to
21 100, inclusive,

22 Defendants.

Case No.: 2:18-cv-00638-JAD-PAL

**STIPULATION AND ORDER TO
DISMISS TRANSCO LEASING CO.,
INC. d/b/a TEC LEASING d/b/a TEC
EQUIPMENT LEASING and TEC
EQUIPMENT, INC, AND TO AMEND
COMPLAINT**

ECF No. 34

23 IT IS HEREBY STIPULATED AND AGREED to by and between Plaintiffs TYRONE
24 PRICE and DEANNA RICHARDSON (hereinafter collectively referred to as "Plaintiffs"), by
25 and through their counsel of record, FARHAN R. NAQVI, ELIZABETH E. COLEMAN, and
26 PAUL G. ALBRIGHT of NAQVI INJURY LAW, Defendant JOEL FONSECAMOLLER, by
27 and through his counsel of record, MARISSA R. TEMPLE of ROGERS, MASTRANGELO,
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CARVALHO & MITCHELL, and Defendants OMNI PACIFICA, INC. d/b/a ONE WAY DELIVERY, ONE WAY DELIVERY, INC., TRANSCO LEASING CO., INC. d/b/a TEC LEASING d/b/a TEC EQUIPMENT LEASING, and TEC EQUIPMENT, INC., by through their counsel of record, JONATHAN L. POWELL, ESQ. of ATKIN WINNER & SHERROD, as follows:

1. Defendant OMNI PACIFICA, INC. d/b/a ONE WAY DELIVERY and Defendant ONE WAY DELIVERY, INC. (hereinafter collectively referred to as "Defendant OMNI PACIFICA"), and Defendant TRANSCO LEASING CO., INC. d/b/a TEC LEASING d/b/a TEC EQUIPMENT LEASING and Defendant TEC EQUIPMENT, INC. (hereinafter collectively referred to as "Defendants TEC") represent that Defendants TEC are not correct or necessary parties in this matter as they do not have any liability or responsibility for the subject collision nor Plaintiffs' alleged claims or damages arising therefrom, including those claims concerning employment of Defendant JOEL FONSECAMOLLER.
2. **IT IS HEREBY FURTHER STIPULATED AND AGREED** based on the foregoing representations that Defendants TEC shall be dismissed without prejudice from the above entitled matter, leaving Defendant JOEL FONSECAMOLLER and Defendant OMNI PACIFICA as the defendants in this matter.
3. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that this dismissal shall have no effect on Plaintiffs' pursuit of their claims against the remaining defendants, JOEL FONSECAMOLLER and OMNI PACIFICA, and will not jeopardize Plaintiffs' ability to establish coverage under any applicable insurance policies that may cover Plaintiffs' subject claims.

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4. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that, should discovery reveal that Defendants TEC are somehow liable for the subject collision and/or Plaintiffs' alleged claims or damages arising therefrom, Plaintiffs may amend the Complaint, or any amendments thereto, to include Defendants TEC back into this lawsuit, and any such amendment shall relate back to the filing of the original Complaint for all purposes, including the statute of limitations.
5. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that Plaintiffs will file an Amended Complaint to conform with the dismissals herein, which shall relate back to the filing of the original Complaint for all purposes, including the statute of limitations. Plaintiffs are not required to re-serve said Amended Complaint upon Defendants, including JOEL FONSECAMOLLER and OMNI PACIFICA.

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6. IT IS HEREBY FURTHER STIPULATED AND AGREED that each party is to bear their own attorney's fees and costs as it relates to the dismissal of the dismissed entities herein.

DATED this 12th day of July, 2019.

NAQVI INJURY LAW



FARHAN R. NAQVI, ESQ.
Nevada Bar No. 8589
ELIZABETH E. COLEMAN, ESQ.
Nevada Bar No. 12350
PAUL G. ALBRIGHT, ESQ.
Nevada Bar No. 14159
9500 W. Flamingo Rd., Suite 104
Las Vegas, Nevada 89147
Counsel for Plaintiffs

DATED this 17th day of July, 2019.


ATKIN WINNER & SHERROD



THOMAS E. WINNER, ESQ.
Nevada Bar No. 5168
JONATHAN L. POWELL, ESQ.
Nevada Bar No. 9153
1117 S. Rancho Dr.
Las Vegas, Nevada 89102
Counsel for Defendant Omni Pacifica and Defendants TEC

DATED this _____ day of July, 2019.

ROGERS, MASTRANGELO, CARVALHO
AND MITCHELL


STEPHEN H. ROGERS, Esq.
Nevada Bar No. 5755
MARISSA R. TEMPLE
Nevada Bar No. 9028
700 South Third Street
Las Vegas, Nevada 89101
Counsel for Defendant Joel Fonsecamoller

6. IT IS HEREBY FURTHER STIPULATED AND AGREED that each party is to bear their own attorney's fees and costs as it relates to the dismissal of the dismissed entities herein.

DATED this _____ day of July, 2019.

NAQVI INJURY LAW

FARIHAN R. NAQVI, ESQ.
Nevada Bar No. 8589
ELIZABETH E. COLEMAN, ESQ.
Nevada Bar No. 12350
PAUL G. ALBRIGHT, ESQ.
Nevada Bar No. 14159
9500 W. Flamingo Rd., Suite 104
Las Vegas, Nevada 89147
Counsel for Plaintiffs

DATED this W day of July, 2019.

ROGERS, MASTRANGELO, CARVALHO
AND MITCHELL

STEPHEN H. ROGERS, Esq.
Nevada Bar No. 5755
MARISSA R. TEMPLE
Nevada Bar No. 9028
700 South Third Street
Las Vegas, Nevada 89101
*Counsel for Defendant
Joel Fonsecamoller*

DATED this ____ day of July, 2019.

ATKIN WINNER & SHERROD

THOMAS E. WINNER, ESQ.
Nevada Bar No. 5168
JONATHAN L. POWELL, ESQ.
Nevada Bar No. 9153
1117 S. Rancho Dr.
Las Vegas, Nevada 89102
*Counsel for Defendant Omni Pacifica and
Defendants TEC*

ORDER

Based on the parties' stipulation [ECF No. 34] and good cause appearing, IT IS HEREBY ORDERED that THE CLAIMS AGAINST Transco Leasing Co. and TEC Equipment are DISMISSED without prejudice, each side to bear its own fees and costs.

Plaintiff has 10 days to file an amended complaint.


U.S. District Judge Jennifer A. Dorsey
Dated: July 15, 2019